

General Terms and Conditions for the Use of Service

Company SMART VIKINGS s.r.o., with its registered office at Kamenná 3847/2 – city district of Devín, Bratislava 841 10, Slovak Republic, company ID No. 46 954 741, registered with the Commercial Register maintained by the District Court of Bratislava I, section: Sro, insert No.: 109268/B, which runs the Web Application <https://app.memlycard.com/> hereby adopts these general Terms and Conditions for the provision of the service called MemlyCard (“**Terms and Conditions**”):

Article 1 – Definitions

Unless provided by these Terms and Conditions otherwise, the following capitalised terms shall be attributed the following meanings:

Price – remuneration for the Service ordered in the amount indicated on the Website at the time when the Order Form is filled in by the User;

Web Application – <https://app.memlycard.com/> ;

Website - <https://memlycard.com/>

Order – placing an order for the Service by the User via the Web application;

Postcard – a card created by the User via the Web Application containing a text, image and/or photo which the User created by himself/herself (text, image and/or photo);

Provider – Company SMART VIKINGS s.r.o., with its registered office at Kamenná 3847/2 – city district of Devín, Bratislava 841 10, Slovak Republic, company ID No. 46 954 741, registered with the Commercial Register maintained by the District Court of Bratislava I, section: Sro, insert No.: 109268/B;

Postcard Recipient – a person designated by the User to whom the Postcard shall be addressed;

Service – Provider's activity lying in ensuring the printing base (i.e. a base on which the Postcard shall be printed), printing of the Postcard created by the User via Web application and subsequently in ensuring that the printed Postcard is sent to the Postcard Recipient in the

Contract – a mutual agreement entered into between the Provider and the User on Provider's and User's rights and obligations set forth in these Terms and Conditions;

User – a person (including legal entities and/or natural persons undertaking business activities) who registered on the Website and accepted these Terms and Conditions in accordance with Subsection 2.4 hereof;

User – Consumer – a User who is a natural person and who, when entering into and performing the Contract, does not act within the ambit of his/her business activities, job or occupation;

Article 2

General Information

1. 2.1 The Provider operates the Website through which it provides the Users with the Service to the extent and subject to the terms and conditions set forth in these Terms and Conditions.
2. 2.2 The Provider exercises the author's ownership rights with respect to the Website and the Web Application in its own name and for its own account and simultaneously acts as the operator of the Website and the Web Application.
3. 2.3 These Terms and Conditions set forth the basic rights and obligations of the Provider and Users and regulate the business conditions and legal relationships between them. The Users may find these Terms and Conditions on the Website and the Web Application where they are made public.
4. 2.4 Prior to usage of the service available via Web Application, the User is obliged to read the Terms and Conditions set forth herein. By sending the postcard via Web Application, the User undertakes to follow, without any reservations whatsoever, all terms, conditions and obligations set forth in these Terms and Conditions as well as any obligations imposed by applicable legislation.

Article 3

Registration, Entering into Contract and Order

1. 3.2 By accepting these Terms and Conditions and sending the postcard via Web Application, the User accepts the offer to enter into the Contract.
2. 3.3 By inserting all information requested in the process of ordering the Service in the Web Application and/or also by paying the requested Price for the Service ordered under Article 5 hereof, the User places a binding Order with the Provider for the provision of the Service.

Article 4

Subject Matter of Contract

4.1 The subject matter of the Contract lies in the User's obligation to follow the terms, conditions and rules for using the Web Application and Services set out in these Terms and Conditions and the Provider's obligation, subject to these Terms and Conditions, to:

4.1.1. provide the User with the chargeable Service defined in the article 1 of these 2 Conditions;

Article 5

Price, Payment and Delivery Terms

1. 5.1 The Service provided by the Provider to the User under the Contract and Order shall be chargeable.
2. 5.2 The User is obliged to pay the Provider a price charged for the Service in the amount as indicated on the Website and in the Web Application. The User shall pay the Price in advance, i.e. before the Service is provided, by a card. The payment is provided via the service Braintree, the terms and conditions for the use of which are available at <https://www.braintreepayments.com>. By accepting these Terms and Conditions, the User confirms that he/she read the terms and conditions of the service Braintreepayments.com.
3. 5.3 The User hereby declares and agrees that he/she does not have the right to have the Price paid by him/her returned unless these Terms and Condition provide for otherwise. In the event that the User cancels the Order placed by him/her after paying the Price and prior to being provided with the Service, the Price already paid by the User will not be returned to him/her and shall be used, in its entirety, as a penalty for cancelling the Order.
4. 5.4 The amount of Price is final and shall include any and all expenses incurred by the Provider in connection with the provision of Service.
5. 5.5 The Provider has a right to change the amount of Price at its discretion or charge other related fees as well but only after having informed the Users thereof first by making this information available on the Website.
6. 5.6 For the avoidance of any doubts, the Provider's obligation to provide the User with the respective Service shall arise once the Price has been paid in accordance with these Terms and Conditions.
7. 5.7 The Provider undertakes to provide the User with the respective Service no later than within 30 Business Days from the day on which the Price is paid unless there is a longer Postcard delivery period indicated on the Web Application.
8. 5.8 After the User has paid the Price, an automatic message appears in the Web Application confirming that the order for the Service has been placed successfully.

Article 6

Rules for the Use of Account and Service

1. 6.1 The Service may be used both by adults as well as persons at the age of 13 – 18 (“**Young User**”). The Provider hereby suggests, but does not request, that the Young User who has not reached the age of 13 uses the Service while accompanied by his/her statutory representative. By allowing access to the device through which the Young User may use the Service provided by the Provider, the Young User's statutory representative expresses and declares that he/she is aware of the liability for any damage sustained by the Provider and caused by the Young User to the extent stated by relevant legislation, namely by the provisions of Section 422 of Act No. 40/1964 Coll. Civil Code as subsequently amended (“**Civil Code**”).

2. 6.2 Persons under the age of 13 are not allowed to use the Service. Therefore, in the event that the User has not reached the age of 13 yet, he/she may not proceed and stop using the Service.
3. 6.3 Within the provided Service, the User is entitled to create his/her own personalized postcard/s through images and/or photos uploaded by him/her on the Web Application. Furthermore, when filling in the form, the User may also insert a text that will be placed on the Postcard. The User shall fill in the form with the Postcard Recipient's contact data including his/her name, surname, street, street number, ZIP code, city and state so that the Postcard can be sent to him/her.
4. 6.7 By using the Service, the User declares that he/she
 1. (i) has full legal capacity;
 2. (ii) has reached at least the thirteenth year of age and in the event that he/she is less than 18 years old, the usage of the Service has been carried out with an express consent given by his/her statutory representative;
 3. (iii) provided complete, accurate and true information during his/her usage of the Service;
 4. (iv) will keep the information provided during his/her registration on the Website complete, accurate and true during the entire existence of the Account which he/she created;
 5. (v) will not impersonate another natural or legal person, nor lie about the same or otherwise incorrectly describe his/her link to any other natural or legal person;
 6. (vi) will not use the Website and/or the Web Application and/or the Service for any unlawful and/or immoral purpose, namely in a way that would disrupt, damage, congest, or block the Website or lower its performance or that would not be in accordance with the purpose of the Website;
 7. (vii) will not disseminate, disclose and/or promote through the Web Application any unlawful, defamatory, libellous, threatening, harmful, vulgar, obscene or other content which could eventually be threatening or obscene with respect to individuals or groups of individuals based on their religion, sex, sexual orientation, race, nationality, age or other grounds and/or which encourages conduct constituting a criminal offence, civil intolerance and/or otherwise violates the relevant legislation;
 8. (viii) will not disclose any content which unlawfully interferes with the personality of a natural person or the reputation of a legal person;
 9. (ix) will fully compensate the Provider for any and all damage which the Provider sustains due to any claims lodged by third parties against the Provider as a consequence of breaching these Terms and Conditions by the User;
 10. (x) by using the Service, he/she does not violate any laws;
 11. (xi) prior to uploading postcards and/or images and/or photos to the Web Application, he/she settled all third parties' rights related to these images or photos, namely copyrights or other third parties' rights; and
 12. (xii) agrees to be sent or provided with marketing materials and/or occasional special offers by emails the sending of which may be cancelled by the User according to the instructions contained in emails sent to him/her.
8. 6.8 The User declares that he/she is aware of the fact that the Provider only has an exclusive right to decide how the Website and/or the Web Application shall be used, changed or modified.

9. 6.9 The User undertakes not to:
 1. (i) use the Website and/or the Web Application and/or the Service in a way or for a purpose other than those described herein or in a way which would have or could have a negative impact on the Provider and/or any third party or which would violate their rights or legally protected interests;
 2. (ii) provide nor to distribute in any way any files which contain viruses, damaged files or any similar software or programs which could harm somebody else's computer;
 3. (iii) tamper and/or disrupt networks connected with the Website;
 4. (iv) use any devices, software, program, nor to use other means to attempt to tamper and disrupt the proper operation of the Website and/or the Web Application and/or the Service provided by the Provider through the Website;
 5. (v) do anything which would lead to an unreasonable and excessive load with respect to the Provider's technologies.
10. 6.10 The User declares that he/she is aware of the fact that the breach of some of the provisions contained in this Article may constitute a criminal offence and therefore declares in this regard that the Provider has a right to report such conduct to law enforcement authorities and disclose the User's identity to them.

Article 7

User's Material

1. 7.1 The User has a right to post images, photos, articles, texts or other documents to the Website for the purpose of creating his/her own Postcard ("**User's Material**").
2. 7.2 Prior to placing the User's Material into the Web Application and/or prior to making the Postcard public, the User is obliged to settle any and all third parties' rights related to it, namely copyrights and other third parties' rights.
3. 7.3 In the event that the User provides, discloses or makes available information or other material which infringes or may infringe third party's copyright, the Provider may deny the User's access to the Service. The Provider shall bear no liability for any damage which may arise.
4. 7.4 The User hereby declares that he/she is fully and exclusively liable for any of the User's Material which he/she provides the Provider with and/or which he/she placed into the Web Application and/or which he/she makes public and states that none of the User's Material which he/she provides or makes public:
 1. (i) will unlawfully infringe or violate the rights or legally protected interests of the Provider and/or any third parties, including intellectual property rights, namely but not exclusively, copyrights, trademarks, etc.;
 2. (ii) will contain any portrayals, images nor any other video recordings related to any natural person or the expressions of such person's personality without having obtained a prior written consent of this third person first;
 3. (iii) will violate any laws, ethical standards and good manners;
 4. (iv) will threaten public order
 5. (v) will be untrue, misleading and/or will represent or induce unlawful, damaging, impolite, hateful, racist behaviour; and
 6. (vi) will damage the Provider's or other persons' goodwill or reputation.
5. 7.5 The User declares that he/she has a right to dispose with the User's material to such extent that he/she has a right to make it available to the Provider and to provide

- it to the same as well as to make it public to the third parties through the Website and to grant these persons a license, i.e. a consent for its further use.
6. 7.6 The User hereby grants the Provider a licence valid world-wide, without any time limitation and right to compensation, unexclusive and transferable to use the User's material without the Provider being obliged to provide the User with any compensation or without having any other obligation with respect to the User (**“License to Use the User's Material”**).
 7. 7.7 Under the Licence to Use the User's Material, the Provider has a right to use the User's Material as such or in connection with a user's material belonging to another User or with any other materials belonging to the Provider or any third party. The Provider has a right to use the User's Material for any Provider's internal purposes, namely but not exclusively, for business, marketing, promotion or for the purposes of conducting a research into the market, its trends and development.
 8. 7.8 Under the Licence to Use the User's Material, the Provider has a right to process the User's Material, connect it to the work of another author, incorporate it into a compound work, make reproductions of it, spread its original or a reproduction publicly (e.g. through a sale or another form of transfer of ownership right, by lease or loan), present the User's Material in public (e.g. through a public display of the original or reproduction or through a public transmission) and/or provide third parties with a sublicense to the User's Material.
 9. 7.9 The User hereby declares that he/she is aware of the fact that the Provider may financially benefit from the use of the User's Material.
 10. 7.10 The Provider reserves the right neither to locate, nor to make public any of the User's Material and to either remove or modify the same at any time and at its own discretion without notifying the User concerned and without the Provider bearing any liability.
 11. 7.11 The Provider shall not be held liable for the content of the User's Material submitted by the User and/or for the User's Material which the User made public.
 12. 7.12 The User shall be held fully responsible for the content of the User's Material provided to the Provider and/or made public by the User, namely but not exclusively, for the correctness and accuracy of the information provided and for the provision of information necessary for making corrections to the already provided information in case of any mistake or inaccuracy.
 13. 7.13 The Provider has a right but not an obligation to monitor any of the User's Material which the User submits, to investigate any reported or obvious breach of these Terms and Conditions and to take any action which the Provider deems appropriate, including the restriction or suspension of access to the Service
 14. 7.14 The Provider has a right to reveal the User's identity to a person who claims that his/her rights have been violated by the User's Material which such User has made public.
 15. 7.15 The User undertakes to fully compensate the Provider for any and all damage and/or costs which the Provider incurs due to or in connection with the provided User's Material. In the event that a third party enforces any rights against the Provider, the User is obliged to settle such third party's rights and to pay any and all costs which the Provider incurs in connection with its defence, namely but not exclusively, all costs incurred in legal representation, court fees and settlement of third party's rights.

Article 8

Intellectual Property and Related Rights

1. 8.1 The User acknowledges that the Website and/or the Service and/or the Web Application, including but without limitation, the graphical images, user interface, editorial content and scripts, represent or contain protected information and materials owned by the Provider. This protected information and materials are protected by relevant laws regulating intellectual property as well as by other laws, including but without limitation, the copyright. The User acknowledges that he/she will use this protected information or materials solely for the purposes of using the Website and/or the Account and/or the Service in accordance with these Terms and Conditions. The User acknowledges that the copyright to the Website and/or the Service and/or the Web Application is held by the Provider.
2. 8.2 The User acknowledges that using the Web Application and/or the Service (or their parts) in any way other than that permitted by these Terms and Conditions is strictly forbidden and constitutes or may constitute the breach of intellectual property rights and may lead to either civil or criminal consequences, including the pecuniary penalty.
3. 8.3 For the avoidance of any doubts, the Provider and/or another entity holds and/or may hold rights to trademark, brands, graphical displays, logos and/or titles located on the Website and/or used in connection with the Service provided. The User hereby acknowledges that he/she is granted neither a right, nor a licence with respect to the above-mentioned rights.

Article 9

Personal Data

1. 9.1 The Provider collects the User's personal data and/or personal data provided by the User on the Website to the following extent: email address, Postcard Recipient's name and surname and address at which the Postcard shall be delivered (including street, street number, ZIP code, city and state) which together with the Postcard Recipient's name and surname may be regarded as the Postcard Recipient's personal data provided by the User.
2. 9.2 The User's personal data under Subsection 9.1 will be processed by the Provider with the aim of duly processing and providing the Service to the User and also with the aim of processing and issuing the respective tax documents.
3. 9.3 The User's personal data under Subsection 9.1, particularly, the User's email address, will be processed by the Provider with the aim of sending any marketing materials and/or newsletter regarding and relating to the Website and/or the Service and/or the Web Application and/or activities related to them and/or any other activities, also those undertaken by the Provider, only after the User has voluntarily consented to the above for the period of the term of the Contract.
4. 9.4 By accepting these Terms and Conditions, the User gives the Provider his/her consent to the processing of his/her personal data to the extent specified in Subsection 9.3 above and with the aim of their processing as referred to in Subsection 9.3 above. This consent given by the User is voluntary, valid for three years and the User has a right to revoke this consent at any time and by means of a written request delivered to

the Provider. The consent ceases to exist within one month from the day on which the User delivers the revocation of such consent to the Provider.

5. 9.5 Personal data processed by the Provider pursuant to Subsections 9.2 and 9.3 above may not be disclosed by the Provider in any way. This personal data may not be transferred to any third countries by the Provider. The Provider provides the personal data processed by it to the company Zelená pošta s.r.o. which provides the Provider with services such as sorting, receiving and processing of postal items (i.e. Postcards sent) and sending of postal items through Slovenská pošta a.s. where the personal data is provided to the following extent: name, surname, address of the Postcard Recipient's permanent residence;
6. 9.6 Under Act No. 122/2013 Coll. on Personal Data Protection as subsequently amended, the User, as a data subject, has a right, upon a written request, to request the following from the Provider:
 - (i) confirmation of whether the User's personal data is or is not processed;
 - (ii) information, provided in a generally comprehensible form, on the processing of personal data in an information system to the extent as specified in Section 15(1)(a) through (e), point 2 through 6 of the above-mentioned Act;
 - (iii) information, provided in a generally comprehensible form, on the source from which the Provider obtained the User's personal data for its processing;
 - (iv) list of User's personal data, provided in a generally comprehensible form, which shall be processed;
 - (v) correction or destruction of incorrect, incomplete or no longer up-to-date personal data which shall be processed;
 - (vi) destruction of User's personal data in case of which the purpose for which it was processed has ceased to exist;
 - (vii) destruction of User's personal data which shall be processed in the event that any laws have been violated;
 - (viii) blocking User's personal data in the event that the consent has been revoked before the time period in which it was valid has elapsed;
 - (ix) other rights laid down in the Act.
7. 9.7 The User has a right, upon a written request, to object processing of his/her personal data in case of which the User believes that this personal data is or will be processed for the purposes of direct marketing without having obtained the User's consent first; the User may request that this data is destroyed;
8. 9.8 By accepting these Terms and Conditions, the User hereby confirms that he/she was informed about the fact that the requested data may be provided on a voluntary basis and he/she was also informed about his/her rights which he/she may enjoy as a data subject in accordance with the above-mentioned Act. The User hereby confirms that he/she was informed namely about
 - (i) Provider's identification data;
 - (ii) identification data of a third party to whom the Provider provides the User's personal data;
 - (iii) purpose for which the personal data is processed;
 - (iv) extent to which the personal data is processed; and
 - (v) other information needed by the User to have his/her rights and legally protected interests guaranteed.
9. 9.9 By accepting these Terms and Conditions, the User hereby declares that he/she has been given a consent from the third parties, being the data subjects, in accordance with

the above-mentioned Act as well as the consent in accordance with the provisions of Section 12 of the Civil Code, to process the photos on which these data subjects are displayed, their personal data and other User's Material related to these data subjects, namely to save them in his/her Account, provide them to the Provider and to make them public.

10. 9.10 In the event that, by using the Website and/or the Web Application, the User obtains information containing other Users' or other third parties' personal data, the User undertakes that he/she will not process such personal data in any way or use it and he/she will immediately destroy all such information.
11. 9.11 The Provider's Website utilises cookies (i.e. a short text which the Website places to a cookie file of the User's browser and which enables the Website to remember the information about the User and his/her preferences) which help the Provider better understand and improve the quality, use and effectiveness of the Provider's Website, measure the effectiveness of the Service provided and improve its quality.
12. 9.12 The Provider uses the following cookies:
 - (i) Necessary cookies: These cookies are necessary for the operation of the Website and include e.g. cookies which enable the User to log in to safe sections of the Website.
 - (ii) Performance cookies: These cookies enable the Provider to analyse how the User uses the Website, what could be used to improve and make the use of the Website easier. The data which these cookies collect is aggregate and anonymous.
 - (iii) Functional cookies: These cookies remember the User's preferences in order to improve the User's comfort and thus enable the Website to adapt the content to the User's needs and/or to remember the User's preferences. The data which these cookies collect does not identify the User personally.
13. 9.13 Cookies as such will not reveal the User's email address to the Provider, nor provide the Provider with any other User's identification data. If a person only visits the Website or the Web Application, the Provider uses the cookies to collect aggregate statistical information which help the Provider determine which parts of the Website and/or the Web Application its visitors prefer. However, if a person subsequently registers on the Website, this data may be linked to other specific cookies.
14. 9.14 The person visiting the Website may decide whether he/she accepts or rejects the cookies. The User may set the website in a way that it will always inform the User when he/she receives the cookies or in a way that the User will reject the acceptance of the cookies sent.
15. 9.15 The Provider collects certain data automatically by using cookies and stores it in protocol files. This data includes IP (Internet Protocol) addresses, type and language of browser, internet services provider (ISP), source and destination webpages and applications, operating system, date and time stamp and information on clicks made one after another.
16. 9.16 The User uses this data to understand and analyse the trends, to administer the Website, to obtain information on the visitor's action on the Website or the Web Application, to improve the products and services and to collect demographic information about the users as such.

Article 10

Complaint Procedure Rules

1. 10.1 The Complaint Procedure Rules set forth in Article 12 hereof specify the procedure taken by the Provider and the User – consumer – in enforcing the rights arising from the Provider's liability for defects in the Service provided under the Contract entered into between the Provider and the User via the Website's e-shop and the rights and obligations of the Provider and the User – consumer – related to it.
2. 10.2 These Complaint Procedure Rules shall be displayed in a visible place at the Provider's registered seat and shall also be disclosed on the Provider's Website.
3. 10.3 The Provider shall ensure that the Service offered to the User – consumer – meets the quality requirements corresponding to the nature of the Service offered and the Contract entered into.
4. 10.4 The Provider shall be held liable for any defects in the Service during the time period in which it is provided to the User – consumer.
5. 10.5 Complaint procedure
 6.
 - o 10.5.1 The User – consumer – has a right to complain about the quality of the Service offered.
 - o 10.5.2 The User – consumer – shall lodge a complaint with the Provider without undue delay after he/she learns about the defects in the Service provided.
 - o 10.5.3 The User – consumer – may lodge the complaint referred to in Paragraph 12.5.1 hereof:
 1. (i) in writing at the address of the Provider's registered seat; or
 2. (ii) by email at the following email address:hello@memlycard.com; or
 3. (iii) in person at the Provider's registered seat.
 - o 10.5.4 In the event that the complaint is sent via email, the Provider shall acknowledge the receipt of such complaint to an email from which the User – consumer - sends the complaint to the Provider.
 - o 10.5.5 In lodging a complaint, the User – consumer – shall provide the following information: User's identification and contact details (address of his/her permanent or temporary residence or registered office, phone number, email). The User shall indicate and describe the defect in the Service and how the defect arose. The User – consumer – shall further state in the complaint protocol which claim, out of those claims which may be lodged under the liability for defective services, he/she lodges and how the solved complaint shall be taken over (personal take over or via post office) or other necessary information.
 - o 10.5.6 The Provider shall not be held liability for any incorrect information provided by the User – consumer – in the complaint lodged by him/her, nor for the fact that it is impossible to deliver documents to the contact address provided by the User – consumer.
 - o 10.5.7 A complaint procedure is deemed to be initiated on the day on which the User – consumer – lodges the complaint with the Provider, i.e. the day on which the written complaint is delivered to the Provider in accordance with Paragraph 10.5.3 hereof. In the event that such complaint does not contain all information requested under Paragraph 10.5.5 hereof, the complaint procedure shall be initiated on the day on which all such requested information is

delivered. Should the User – consumer – fail to provide the missing information even after being requested to do so by the Provider, the complaint shall be deemed as unjustified.

10.6 Solving Complaints

1. 10.6.1 The Provider delivers a confirmation on receiving a complaint to the User – consumer – particularly, to the contact address which the User provides or to the email address from which the Complaint is sent to the Provider. In the event that such confirmation may not be delivered immediately, it shall be delivered without undue delay and not later than on the day on which the document specifying how a complaint is solved is delivered. It is not necessary to deliver a confirmation on lodging a complaint if the User – consumer – is able to demonstrate that he/she has lodged a complaint in other ways.
2. 10.6.2 The Provider shall deal with the complaint without undue delay after it is lodged and he/she shall decide about the method of solving such complaint. The Provider shall determine the method of solving the complaint immediately or, alternatively, within 3 business days from the day the complaint is lodged in case of more complicated cases or within 30 days from the day the complaint is lodged in exceptional and justified cases.
3. 10.6.3 After the period designated for solving the complaint referred to in Paragraph 10.6.2 hereof elapses, the User – consumer – has a right to withdraw from the Contract or a right to have the Service exchanged for a new one.
4. 10.6.4 The Provider shall provide the User - consumer – with an output protocol within 30 days from the day on which the complaint is lodged and such output protocol shall also serve as the confirmation on solving the complaint. By handing over the output protocol, the seller also fulfils the duties which the seller has in connection with the complaint.
5. 10.6.5 The Provider shall inform the User – consumer - about how his/her complaint has been solved via email sent together with the output or even the input protocol to the User's (consumer's) email address if the User - consumer – requests that the information on how his/her complaint is solved is sent via email. In the event that the User – consumer - requests that the information is sent via post office, the Provider shall send the output or even the input protocol to the User's (consumer's) contact address provided in the complaint.
6. 10.6.6 The Provider is obliged to keep records of complaints and to present such records to the supervising authority for their inspection if requested to do so. The records of complaints shall contain the date on which a complaint is lodged, date and method of solving a complaint and the serial number of document on lodging a complaint.

12.7 Methods of Solving Complaints

1. 10.7.1 Should the Service have a defect which may be removed, the User – consumer – has a right to a free, timely and due removal of such defect. The Provider shall remove such defect without undue delay. The Provider shall also determine how such defect should be removed.

2. 10.7.2 The User – consumer – has a right to withdraw from the Contract which he/she entered into:
 1. (i) if the Service has a defect which cannot be removed and which prevents the Service from being used duly as a service without a defect,
 2. (ii) although the defect is removable, the User – consumer – is not able to use the Service duly due to the fact that the defect reappears; the reappearance of a defect is a situation in which the same defect appears repeatedly after being previously removed more than twice,
 3. (iii) although the defect is removable, the User – consumer – is unable to use the Service due to fact that the number of defects is substantial,
 4. (iv) the Provider does not solve the complaint within a 30-day period (in this case, it is presumed that such defect cannot be removed).
3. 10.7.3 In cases referred to in Paragraph 10.7.2 hereof, the Provider may arrange with the User – consumer – that the complaint is solved in a way that the Service, in respect of which a complaint has been lodged, is changed for a new one.
4. 10.7.4 In the event that other defects appear in the Service and such defects cannot be removed, the User – consumer – has a right to a reasonable reduction of the Price charged for the Service.
5. 10.7.5 When solving the complaint by reducing the Price, the nature of the defect is taken into consideration. It is the Provider's managing director who shall decide about the amount by which the Price will be reduced.
6. 10.7.6 The Provider shall solve the complaint and terminate the complaint procedure in any of the following ways:
 1. (i) by removing the defect in the Service;
 2. (ii) by exchanging the Service for a new one after agreeing thereupon with the User - consumer;
 3. (iii) by returning the Price paid for the Service (in case of a withdrawal from the Contract);
 4. (iv) by providing a reasonable reduction of the Price charged for the Service; or
 5. (v) by a justified rejection of the complaint.

Article 11

Term and Termination of Contract

1. 11.1 The Contract is entered into for an indefinite period of time.
2. 11.2 The Contract may only be terminated on any of the following grounds:
 - (i) withdrawal of any of the parties from the Contract (i.e. of the User and/or Provider) if the law or these Terms and Conditions allow such withdrawal;
 - (ii) terminating the operation of the Web Application and/or the provision of the Service by the Provider.
3. 11.3 In the event that the User breaches or the Provider has reasonable grounds for believing that the User breaches any of the provisions contained in these Terms and Conditions and/or the User acts fraudulently, the Provider has a right, at its own discretion and without any prior notice, to terminate this Contract by withdrawal, effective immediately. Such withdrawal shall arise by deleting the User's Account.
4. 11.4 The parties' (Provider's and User's) obligations and claims do not cease to exist upon the termination of the Contract and these shall, in accordance with the generally binding legal regulations and these Terms and Conditions, survive the termination of

this Contract. For the avoidance of any doubts, such obligations and claims shall namely include monetary claims, Provider's claims for damages and other obligations and claims which, due to their nature, do not cease to exist upon the termination of the Contract.

Article 12

Limitation of Provider's Liability

1. 12.1 The Provider of the Service shall not be held liable for the full functioning of the Website and/or the Web Application and/or the Service and the content of text inserted on the Postcards sent by the User, nor for the content of the Postcards itself.
2. 12.2 For the avoidance of any doubts, the Provider shall only technically arrange the Service between the User and the Postcard Recipient and shall thus not be held liable for the content, nor for the delivery of the Postcard itself.
3. 12.3 It is the User, i.e. the Postcard sender, who shall be responsible for the content of the Postcard.
4. 12.4 The Provider declares that the delivery of Postcards is arranged by the Provider's subcontractor (company Zelená pošta s.r.o.) through Slovenská pošta, a.s. in accordance with its postal terms and conditions. Therefore, it is Slovenská pošta, a.s. which shall be responsible for delivering the Postcard to the Postcard Recipient. Since it is the Provider who sends the Postcard, the Provider shall be held responsible with respect to the User in cases when the Postcard is not delivered to the Postcard Recipient for reasons which are not caused by the User for (i) duly lodging a complaint about the services provided by Slovenská pošta a.s. and (ii) duly lodging a complaint about the services provided by the subcontractor (company Zelená pošta s.r.o.) in the event that the Postcard has not been delivered for the reasons caused by the subcontractor (company Zelená pošta s.r.o.). However, the Provider shall not be held responsible for the course and outcome of the complaint procedure conducted at Slovenská pošta a.s. and/or at the Provider's subcontractor (i.e. company Zelená pošta s.r.o.). However, the Provider undertakes to provide the maximum cooperation possible and to make the maximum effort which may be reasonably expected of the Provider to achieve an objective solution of such complaint.
5. 12.5 The Provider shall operate the Website and the Web Application with reasonable care and in a professional manner. The provider provides neither other guarantees, nor representations regarding the operation of the Website or the Web Application. The provider does not provide any warranties regarding, in particular, the following:
 1. (i) the use of the Website and/or the Web Application will not be interrupted or without any defects. The User agrees that the Provider may, from time to time, put the Website and/or the Web Application out of operation for an indefinite period of time or delete the Website and/or the Web Application at any time for technical or security reasons and the Provider shall notify the User thereof if practically possible;
 2. (ii) the Website and/or the Web Application shall be provided without any losses or damage to data, attacks, viruses, interruptions, hacking computer systems or other security breaches which will constitute force majeure events and the Provider shall not be held liable for such events. The User shall be responsible for the backup of his/her own system.
6. 12.6 The Provider shall not be held liable whatsoever for any loss of data transferred through the internet. The Provider shall neither be held liable for deleting the User's

Material in the Web Application, nor for any error made in putting the User's Material to the Application.

7. 12.7 The Provider shall be liable neither for the Users' action, nor for the way in which they use the Services.
8. 12.8 None of the provisions contained in these Terms and Conditions exclude, nor limit the Provider's liability for gross negligence, intentionally unlawful conduct, fraud, nor for any damage to the health. The Provider shall be liable with respect to the Users for any damage which they suffer in connection with the breach of the Provider's obligations and solely in the amount in which they accept the consideration from the Users in case they are not consumers.
9. 12.9 The Provider shall not be liable for the failure to meet any of the obligations caused by circumstances which were beyond the Provider's control.
10. 12.10 In case of any breach of these Terms and Conditions (irrespective of the fact whether such breach is intentional or not), the User shall be responsible with respect to the Provider, its directors, officials, employees, affiliates, representatives, contractual partners and (sub)licence providers for any claims arising from the breach of these Terms and Conditions by the User. The User shall be, namely but not exclusively, liable for claims for damages, claims for the compensation of any expenses incurred (fees, attorney's fees, etc.) and/or claims for the recovery of improper benefits and he/she undertakes to pay these in full.

Article 13

Final Provisions

1. 13.2 Provider's contact information for the Users:

Smart Vikings, s.r.o.

Kamenná 3847/2 Bratislava – city district of Devín 841 10 Slovak Republic

Tel.n.: 0903 535 668

E-mail: hello@memlycard.com

2. 13.3 By accepting these Terms and Conditions pursuant to Subsection 2.4 above, the User declares that he/she will deliver all notices, legal acts or other information according to these Terms and Conditions to the Provider to the address specified in Subsection 13.2 above.
3. 13.4 By accepting these Terms and Conditions pursuant to Subsection 2.4 above, the Provider declares that he/she will deliver all notices, legal acts or other information according to these Terms and Conditions to the User to the email address which the User provides during his/her usage of the Web Application.
4. 13.5 These Terms and Conditions constitute an entire agreement between the User and the Provider and regulate the use of the Website, the Web Application and the provision of the Service and replace any previous agreements entered into between the User and the Provider. Should any part of these Terms and Conditions be held as invalid or unenforceable, this part shall be interpreted in accordance with the relevant law so as to reflect, in the most accurate way possible, the original intention of the parties and the remaining parts shall remain fully valid and effective.
5. 13.6 The Provider has a right to amend and supplement these Terms and Conditions at any time. Such amendment shall be valid and effective and thus binding on both

parties to the Contract, unless there is any later date specified, on the first business day following the day on which the amended Terms and Conditions are made public on the Website and/or sent to the User's email address. By accessing the Website and/or using the Web Application or the Service, the User expresses his/her consent to and the acceptance of the Terms and Conditions which have been amended.

6. 13.7 If the User does not agree with the amendment of these Terms and Conditions, the User has a right to withdraw from this Contract, effective immediately, by deleting his/her Account through which he/she uses the Service. In case the User uses the Account or the Service after the amendment of these Terms and Conditions has become effective, he/she expresses his/her consent to such amendment.
7. 13.8 The Parties agree that legal relationships arising from these Terms and Conditions shall be governed by Slovak law and any disputes and claims arising from or in connection with these Terms and Conditions shall be settled before a Slovak court. These Terms and Conditions shall be without prejudice to the User's (consumer's) rights arising from Act No. 250/2007 Coll. on Consumer Protection and on Amendments to Act adopted by the Slovak National Council No. 372/1990 Coll. on Minor Offences as subsequently amended and Act No. 102/2014 Coll. on Consumer Protection in the Sale of Goods and Provision of Services through Distance Contracts or Off-premises Contracts and on Amendments and Supplements to Certain Other Acts.
8. 13.9 All rights and obligations of the Provider arising from these Terms and Conditions shall be passed to its legal successors. The Provider has a right to transfer (assign) its rights and obligations arising from these Terms and Conditions to a third party and such right may be exercised by any other person to which the rights and obligations are transferred in such a way as well as by its legal successors. The User expressly consents to the above. The User has no right to transfer the rights and obligations arising from these Terms and Conditions to any third party.
9. 13.10 Should any of the provisions contained in these Terms and Conditions become invalid or ineffective, neither the invalidity nor the ineffectiveness shall affect other provisions contained in these Terms and Conditions and the Provider shall replace this invalid or ineffective provision with a valid and effective one while maintaining the same economic and legal objective and the aim of the provision concerned.
10. 13.11 The fact that the Provider does not enforce any of the rights or provisions contained in these Terms and Conditions does not constitute the waiver of such rights or the waiver to enforce such provisions.
11. 13.12 These Terms and Conditions have been drawn up in Slovak and English language. In case of any discrepancies, the Slovak version shall prevail.
12. 13.13 These Terms and Conditions shall become effective as of 20 November 2017.